

PETER B. MARETZ, SBN 144826  
[pmaretz@stokeswagner.com](mailto:pmaretz@stokeswagner.com)  
STOKES WAGNER ALC  
600 West Broadway, Suite 910  
San Diego, CA 92101  
Telephone: (619) 232-4261  
Facsimile: (619) 232-4840

Attorneys for Plaintiff SAJAHTERA INC.  
DBA THE BEVERLY HILLS HOTEL

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SAJAHTERA, INC., a Delaware  
Corporation, dba THE BEVERLY  
HILLS HOTEL,

Plaintiff,

v.

KITROSS APPAREL LOS ANGELES,  
LLC, and Does 1-50.

Defendants.

Case No.: 2:23-cv-08005

**COMPLAINT FOR:**

- 1. TRADEMARK  
INFRINGEMENT UNDER THE  
LANHAM ACT, 15 U.S.C. § 1114**
- 2. TRADEMARK DILUTION, 15  
U.S.C. § 1125(C)**
- 3. VIOLATION OF  
CALIFORNIA'S UNFAIR  
COMPETITION LAW, CAL. BUS.  
& PROF. CODE § 17200**

**DEMAND FOR JURY TRIAL**

1 SAJAHTERA, INC. DBA THE BEVERLY HILLS HOTEL (hereinafter  
2 “Plaintiff,” “The Beverly Hills Hotel,” or “the Hotel”) by and through its attorneys  
3 of record, Stokes Wagner, ALC, for its Complaint against KITROSS APPAREL  
4 LOS ANGELES, LLC., (“Defendant”, or “Kitson Kitross”), alleges, on knowledge  
5 as to its own actions, and otherwise upon information and belief, as follows:

6 **PRELIMINARY STATEMENT**

7 This is an action for infringement of Plaintiff’s famous federally registered  
8 trademark, the words and stylized lettering of “The Beverly Hills Hotel,” under  
9 Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), for unfair competition and  
10 false designation of origin under Section 43 of the Lanham Act, 15 U.S.C. § 1125(a),  
11 for dilution under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), and for the  
12 substantial and related claim for violation of the Unfair Competition Law (“UCL”)  
13 under the state and common laws of the State of California, all arising from  
14 Defendant’s unauthorized use of Plaintiff’s trademark in the distribution, advertising,  
15 promotion, and sale of Defendant’s products.

16 **JURISDICTION AND VENUE**

17 1. This Court has subject matter jurisdiction under 15 U.S.C. § 1121,  
18 which grants original jurisdiction to the courts of the United States over actions  
19 arising under this chapter, and under 28 U.S.C. § 1338(a), which grants original  
20 jurisdiction to the courts of the United States over actions arising under any Act of  
21 Congress relating to trademarks.

22 2. This Court has supplemental jurisdiction 28 U.S.C. § 1367 (a), which  
23 grants a federal district court jurisdiction over state-law claims that the court would  
24 not otherwise have subject matter jurisdiction to hear, as long as the claims are part  
25 of the same case or controversy as the claims over which the court has original  
26 jurisdiction. Here, the state claim for violation of the UCL is part of the same case or  
27 controversy as the federal claims which this Court has subject matter jurisdiction.  
28

1           3.     Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) in  
2     that the claim arises in this Judicial District, and the Defendant may be found to reside  
3     in this Judicial District.

4           4.     Defendant is subject to the general and specific personal jurisdiction of  
5     this Court because of its contacts with the State of California.

6                                 **PARTIES**

7           5.     The Beverly Hills Hotel is recognized as an iconic luxury hotel with  
8     celebrity clientele and exceptional service. The Beverly Hills Hotel is a corporation  
9     that is incorporated in Delaware and has its principal place of business at 9641 Sunset  
10    Blvd., Beverly Hills, CA 90210. The Beverly Hills Hotel owns the trademark “The  
11    Beverly Hills Hotel,” and the distinctive stylized lettering used by the Hotel on its  
12    façade, signs, public relations materials, website, and merchandise.

13          6.     The Beverly Hills Hotel is informed and believes that Kitross Apparel  
14    Los Angeles, LLC is a corporation with its principal place of business at 115 S.  
15    Robertson Blvd Los Angeles, CA 90028. Kitson Kitross operates three additional  
16    brick-and-mortar storefronts which have the physical addresses of 101 N. Robertson  
17    Blvd. Los Angeles, CA 90048; 420 N. Beverly Drive Beverly Hills, CA 90210; and  
18    15248 W. Sunset Blvd Pacific Palisades, CA 90272. Kitson Kitross is made a party  
19    to this lawsuit because the Hotel is informed and believes that they have infringed  
20    upon its trademark in the company’s products, marketing, and website.

21                                 **FACTS**

22          7.     The Hotel was built in 1912, two years before the incorporation of the  
23    City of Beverly Hills. Since its doors opened, the Hotel has been recognized as an  
24    iconic luxury hotel with celebrity clientele and exceptional service. In fact, in 2012,  
25    at its 100<sup>th</sup> anniversary commemoration ceremony, the Hotel was honored as the first  
26    historic landmark in Beverly Hills.

27          8.     Both the words and the stylized text of “The Beverly Hills Hotel” are  
28    registered service marks (U.S. Reg. No. 1498143 and U.S. Reg. No. 1516814,

1 respectively) (collectively, the “Mark”), (See Ex. A), and have been used in  
2 connection with the Hotel for over seven decades. The Mark is instantly  
3 recognizable, both nationally and internationally, and its prominence has  
4 undoubtedly contributed to the Hotel’s historical success. As a result, the Hotel has  
5 taken, and is willing to take, great measures to ensure its exclusive use of the Mark  
6 and protect this valuable asset.

7 9. On August 11, 2023, the Hotel discovered that Defendant opened a  
8 location of its brick-and-mortar storefronts at 420 N. Beverly Drive, Beverly Hills,  
9 CA 90210 selling merchandise containing the Hotel’s protected mark. The Kitson –  
10 Beverly Hills location included a variety of clothing apparel, products, and  
11 accessories with the words “Beverly Hills” written in the Hotel’s protected, stylized  
12 lettering (“infringing marks”). (See Ex. B).

13 10. The products featured on Defendant’s storefront were also sold on their  
14 online store, which can be found at kitsonlosangeles.com. Products that utilize the  
15 Hotel’s trademark include, but are not limited to, the “Beverly Hills Green  
16 Sweatshirt” “Womens Pink Beverly Hills Hoodie” (“infringing products”). (See Ex.  
17 B).

18 11. On August 31, 2023, The Beverly Hills Hotel sent Defendant a cease  
19 and desist letter, which set forth the Hotel’s concerns as well as its potential claims.  
20 The Hotel gave Defendant 15 days, or until September 15, 2023, to confirm that it  
21 would stop using the Hotel’s protected mark. (See Ex. B). That same day, the Hotel  
22 sent a cease and desist letter to the manufacturer of the infringing clothing, John E.  
23 Eshaya (“Mr. Eshaya”) (See Ex. C).

24 12. On September 5, 2023, five days after receiving the cease and desist  
25 letter, Mr. Eshaya contacted Plaintiff’s counsel to discuss the trademark infringement  
26 claims. After the telephone call, Mr. Eshaya sent an email correspondence to  
27 Plaintiff’s counsel where he immediately agreed to “*cease and desist all*  
28 *manufacturing of Beverly Hills type face ... and destroy the Beverly Hills Font*

1 *screens.*” (See Ex. D)

2 13. On or around September 6, 2023, Defendant’s owner, Fraser Ross (“Mr.  
3 Ross”) called Plaintiff’s counsel to discuss the cease and desist letter. Plaintiff’s  
4 counsel explained that the scope of the demand was only to the infringing products,  
5 those products that used the stylized lettering, and does not pertain to any products  
6 that did not contain the stylized lettering or infringing marks. Mr. Ross disagreed  
7 with Plaintiff’s counsel’s position for pursuing their trademark claim and said he  
8 would not stop selling his current inventory of infringing products.

9 14. On Sunday September 10, 2023, Mr. Ross emailed Plaintiff’s counsel  
10 doubling down on their infringement conduct stating “[w]e will sell through the  
11 product with the font you are concerned with and change to another font. We have  
12 many fonts with the word Beverly Hills. . . The solution is to sell through the limited  
13 merchandise and change to many different fonts.” (See Ex. E.)

14 15. After this response, on September 12, 2023, The Hotel sent another  
15 formal correspondence stating they would not allow Defendant to “sell through” the  
16 infringing product. The Hotel again requested Defendant stop selling the infringing  
17 products immediately and confirm in writing they would oblige with the Hotel’s  
18 requests.

19 16. On September 13, 2023, Plaintiff’s counsel and Mr. Ross met and  
20 conferred via telephone regarding the Hotel’s September 12, 2023, correspondence  
21 to Defendant. The Hotel’s counsel, again, made it clear that Defendant needed to stop  
22 selling the infringing products. Mr. Ross argued that they needed more time to sell  
23 the infringing products whilst acknowledging that the products were in fact infringing  
24 on the Hotel’s protected mark. However, Mr. Ross did not ask for a specific extension  
25 and said it could take the rest of the year to sell the products, but he was not sure.

26 17. After the telephone conference, that same day, Plaintiff’s counsel sent  
27 another letter correspondence to Mr. Ross demanding Defendant stop selling the  
28 infringing products by September 13, 2023, and if they refused, the Hotel would

1 proceed to file lawsuit for trademark infringement. (See Ex. F).

2 18. Despite Plaintiff's various demands, Defendant refused to stop selling  
3 the infringing products at their brick-and-mortar storefronts. The Hotel has been  
4 patient with Defendant and remained respectful and calm after Defendant made  
5 egregious allegations regarding Defendant's fallacious theory behind the intent of the  
6 Hotel's cease and desist demands. Thus, although many efforts have been made to  
7 avoid litigation, Defendant has given The Beverly Hills Hotel no alternative but to  
8 file suit to protect its basic trademark rights from willful infringement.

9 **FIRST CLAIM FOR RELIEF**

10 **(Civil Action under 15 U.S.C. § 1125(a))**

11 19. Plaintiff repeats and realleges paragraph 1 through 18 hereof, as its fully  
12 set forth herein.

13 20. Both the words and stylized text of "The Beverly Hills Hotel" are  
14 registered marks (U.S. Reg. No. 1498143 and U.S. Reg. No. 1516814, respectively)  
15 (collectively, the "Mark"), and have been used in connection with the Hotel for over  
16 seven decades. The Mark is instantly recognizable, both nationally and  
17 internationally, and its prominence has undoubtedly contributed to the Hotel's  
18 success.

19 21. The federal trademark infringement statutes, under the Lanham Act, 15  
20 U.S.C. § 1051, *et seq.*, prohibit any person from using "in commerce any word, term,  
21 name, symbol, or device, or any combination thereof, or any false designation of  
22 origin, false or misleading description of fact, or false or misleading representation  
23 of fact, which . . . is likely to cause confusion, or to cause mistake, or to deceive as  
24 to the affiliation, connection, or association of such person with another person, or as  
25 to the origin, sponsorship, or approval of his or her goods, services, or commercial  
26 activities by another person." 15 U.S.C. § 1125(a)(1)(A).

27 22. The holder of a registered trademark can file a trademark infringement  
28 claim against any person who, without the registered trademark holder's consent:

1 (1) uses any reproduction, counterfeit, copy, or colorable imitation of a  
2 registered mark;

3 (2) in commerce;

4 (3) in connection with the sale, offering for sale, distribution, or advertising of  
5 any goods or services;

6 (4) where such use is likely to cause confusion, or to cause mistake, or to  
7 deceive.

8 *Century 21 Real Estate Corp. v. Sandlin*, 846 F.2d 1175, 1178 (9th Cir. 1988); *see*  
9 *also* 15 U.S.C. § 1125(a).

10 23. Defendant utilized The Beverly Hills Hotel’s registered mark without  
11 the Hotel’s consent. Defendant sold a colorable imitation of the registered mark by  
12 writing “Beverly Hills” in the Hotel’s protected, stylized lettering on a variety of  
13 merchandise including, but not limited to, shirts, hoodies, sweatpants, sweaters, and  
14 accessories. Defendant sold the infringing products on their online store  
15 *kitsonlosangeles.com* and their brick-and-mortar storefront – Kitson Beverly Hills.

16 24. There is no doubt Defendant infringed upon an actively registered  
17 trademark that is strongly associated with the Hotel. Defendant’s use of the Hotel’s  
18 protected, distinctive stylized marks on its merchandise and website is likely to cause  
19 confusion, or to cause mistake, or to deceive as to the affiliation, connection, or  
20 association of Defendant with the Hotel, or as to the origin, sponsorship, or approval  
21 of Defendant’s goods, services, or commercial activities by the Hotel.

22 25. The Hotel attempted to resolve the issue without litigation by sending  
23 Defendant multiple cease and desist letters. Defendant’s initial reaction to Hotel’s  
24 cease and desist letter was to attack the Hotel and make false accusations about the  
25 Hotel’s intent in enforcing their legal rights to protect their trademark. Mr. Ross, as  
26 an agent of Defendant, admitted the merchandise contained the Hotel’s protected and  
27 stylized letter but refused to stop selling the infringing products. Defendant’s  
28 “answer” to their infringing activity was to “sell through” all the infringing



1 merchandise they currently had in stock. Defendant agreed to change the specific  
2 stylized lettering of the clothing but did not agree to stop selling the infringing  
3 products. Although Defendant removed the infringing products from their online  
4 store *after* receiving the Hotel's cease and desist, it has not agreed to stop selling in  
5 store. Defendant's actions demonstrate that their infringement of the Hotel's  
6 trademark is willful, and entitles the Hotel to recover (1) defendant's profits, (2)  
7 damages, and (3) the costs of this action pursuant to 15 U.S.C. § 1117, all of which  
8 are not yet fully ascertainable.

9       26. Defendant has willfully infringed, and unless enjoined, will continue to  
10 infringe The Beverly Hills Hotel's trademark by using a colorable imitation of the  
11 mark in commerce in connection with the sale, offering for sale, distribution, or  
12 advertising of any goods or services where such use is likely to cause confusion. The  
13 Beverly Hills Hotel seeks injunctive relief pursuant to 15 U.S.C. § 1116.

14       27. Because Defendant committed a violation under 15 U.S.C. § 1125(a),  
15 the Beverly Hills Hotel asks the Court to order all items in possession of the  
16 Defendant, bearing the registered mark or a colorable imitation thereof, to be  
17 delivered and destroyed pursuant to 15 U.S.C. § 1118.

18       28. The said wrongful acts of Defendant has caused, and are causing, great  
19 injury to The Beverly Hills Hotel, which damage cannot be accurately computed, and  
20 unless this Court restrains Defendant from further commission of said acts, it will  
21 suffer irreparable injury, for all of which is without an adequate remedy at law.  
22 Furthermore, The Beverly Hills Hotel has suffered and is suffering substantial  
23 damage to its business in the form of diversion of trade, loss of profits, and injury to  
24 goodwill and reputation, all of which are not yet fully ascertainable.

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26 ///

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28 ///



**SECOND CLAIM FOR RELIEF**

**(Dilution by Blurring and/or Dilution by Tarnishment under 15 U.S.C. §  
1125(c).)**

29. Plaintiff repeats and realleges paragraph 1 through 28 hereof, as its fully set forth herein.

30. Defendant's use of the Hotel's protected, distinctive stylized lettering constitutes as dilution by blurring and/or dilution by tarnishment, as his infringement harms the reputation of the Hotel's famous mark pursuant to 15 U.S.C. § 1125(c).

31. The Hotel will establish this claim by showing: (1) its mark is famous; (2) Defendant made a commercial use of the mark; (3) Defendant's use began after the mark became famous; and, (4) Defendant's use of the mark dilutes the quality of the mark by diminishing the capacity of the mark to identify and distinguish goods and services.

32. The Hotel's mark is famous as it is widely recognized by the general consuming public of the United States as a designation of source of the goods or services of the Hotel. (See 15 U.S.C. §1125(c)(2)(A).) Defendant made a commercial use of the Hotel's mark by printing the Hotel's mark on its merchandise, which Defendant sells on their website and storefronts. Defendant's use of the mark on such products began decades after the Hotel's mark became famous. Lastly, Defendant's use of the Hotel's mark creates a likelihood of confusion as to the association between the two businesses, diminishing the capacity of the mark to identify and distinguish goods and services.

33. As a result of Defendant's infringement, The Beverly Hills Hotel has suffered and is suffering substantial damage to its business in the form of diversion of trade, loss of profits, injury to goodwill and reputation, and the dilution of the value of its rights, all of which are not yet fully ascertainable.

34. The Hotel attempted to resolve the issue without litigation by sending Defendant multiple cease and desist letters. Defendant's initial reaction to Hotel's

1 cease and desist letter was to attack the Hotel and make false accusations about the  
2 Hotel's intent in enforcing their legal rights to protect their trademark. Defendant  
3 admits the merchandise contained the Hotel's protected and stylized letter but refused  
4 stop selling the infringing products. Defendant's "answer" to their infringing activity  
5 was to sell through all the infringing merchandise they currently had in stock.  
6 Defendant has refused multiple times to stop engaging in this illegal conduct of  
7 selling infringing products. Defendant removed the infringing products from their  
8 online store *after* they received the cease and desist, but refused to stop selling in  
9 store. Defendant *continues* to sell the infringing products. Defendant's actions  
10 demonstrate that his infringement of the Hotel's trademark is willful, and entitles the  
11 Beverly Hills Hotel to recover (1) defendant's profits, (2) damages, and (3) the costs  
12 of this action pursuant to 15 U.S.C. § 1117, all of which are not yet fully  
13 ascertainable.

14 35. Defendant has willfully infringed, and unless enjoined, will continue to  
15 infringe The Beverly Hills Hotel's trademark by using a colorable imitation of the  
16 mark in commerce in connection with the sale, offering for sale, distribution, or  
17 advertising of any goods or services where such use is likely to cause confusion. The  
18 Beverly Hills Hotel seeks injunctive relief pursuant to 15 U.S.C. § 1116.

19 36. Because Defendant committed a willful violation under 15 U.S.C. §  
20 1125(c), the Court may order all items in possession of the Defendant, bearing the  
21 registered mark or a colorable imitation thereof, to be delivered and destroyed  
22 pursuant to 15 U.S.C. § 1118.

23 37. The said wrongful acts of Defendant has caused, and are causing, great  
24 injury to The Beverly Hills Hotel, which damage cannot be accurately computed, and  
25 unless this Court restrains Defendant from further commission of said acts, it will  
26 suffer irreparable injury, for all of which is without an adequate remedy at law.  
27 Furthermore, The Beverly Hills Hotel has suffered and is suffering substantial  
28 damage to its business in the form of diversion of trade, loss of profits, injury to

1 goodwill and reputation, and the dilution of the value of its rights, all of which are  
2 not yet fully ascertainable.

3 **THIRD CLAIM FOR RELIEF**

4 **(Violation of California Unfair Competition Law (“UCL”)**  
5 **under Cal. Bus. & Prof. Code § 17200.)**

6 38. Plaintiff repeats and realleges paragraph 1 through 37 hereof, as its fully  
7 set forth herein.

8 39. Defendant’s use of The Beverly Hills Hotel’s protected, stylized  
9 lettering without the Hotel’s consent constitutes as false, unfair, fraudulent and  
10 deceptive business practice within the meaning of California Business and  
11 Professions Code § 17200.

12 40. As a result of Defendant’s unlawful acts, Defendant has reaped and  
13 continues to reap unfair benefits at the expense of Plaintiff. Defendant should be  
14 enjoined from this illegal activity and made to disgorge these ill-gotten gains and  
15 restore Plaintiff pursuant to Cal. Bus. & Prof Code § 17203.

16 41. As a direct and proximate result of the unfair business practices of  
17 Defendant, The Beverly Hills Hotel is entitled to equitable and injunctive relief,  
18 including full restitution and/or disgorgement of profits which have been unlawfully  
19 earned by Defendant.

20 42. The Beverly Hills Hotel further requests that the Court issue a  
21 preliminary and permanent injunction prohibiting Defendant from continuing to  
22 infringe upon the Hotel’s trademark.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff The Beverly Hills Hotel requests judgment against  
25 Defendant as follows:

26 1. For an order permanently enjoining Defendant, their officers, agents,  
27 servants, employees, representatives, and attorneys, and all persons in active concert  
28 or participation with them, from any use of the Hotel’s registered mark, including on

1 Defendant's products, and enjoin the use of the Hotel's famous mark in any manner,  
2 including use of the mark as a marketing tool on any and all websites, marketing  
3 materials, merchandise, logos (both print and digital), and any other such commercial  
4 and/or promotional material;

5 2. For the entry of a seizure order directing the U.S. Marshall to seize and  
6 impound all items possessed, owned or under the control of Defendants, their  
7 officers, agents, servants, employees, representatives and attorneys, and all persons  
8 in active concert or participation with them, which infringe upon The Beverly Hills  
9 Hotel's trademark, including but not limited to labels, signs, prints, packages, shirts,  
10 polos, shirts, hoodies, advertising materials, internet website, photographs, or any  
11 other product and media, either now known or hereafter devised, bearing any design  
12 or mark which infringe upon The Beverly Hills Hotel's trademark;

13 3. For actual damages and disgorgement of all profits derived by  
14 Defendant from his acts of willful trademark infringement and to reimburse the  
15 Beverly Hills Hotel for all damages suffered by reasons of Defendant's acts, pursuant  
16 to 15 U.S.C. § 1117;

17 4. For an accounting of all profits, income, receipts, or other benefit  
18 derived by Defendants from the reproduction, copying, display, promotion,  
19 distribution or sale of products and services, or other media, either now known or  
20 hereafter devised, that improperly or unlawfully infringe upon The Beverly Hills  
21 Hotel's trademark pursuant to 15 U.S.C. § 1117;

22 5. For costs and interest pursuant to 15 U.S.C. § 1117(a);

23 6. For reasonable attorneys' fees incurred herein pursuant to 15 U.S.C. §  
24 1117(a);

25 7. For an order permanently enjoining Defendant, his officers, agents,  
26 servants, employees, representatives, attorneys, and all persons in active concert or  
27 participation with them, from making any use of the trademark without the consent  
28 of The Beverly Hills Hotel; and

1           8.     For any such other and further relief as the Court may deem just and  
2 appropriate.

3  
4     DATED: September 25, 2023

STOKES WAGNER ALC

5  
6     By: \_\_\_\_\_

  
PETER B. MARETZ  
Attorneys for Plaintiff SAJAHTERA,  
INC. DBA THE BEVERLY HILLS  
HOTEL